

MICHAEL J. HADDAD (SBN 189114)
JULIA SHERWIN (SBN 189268)
TERESA ALLEN (SBN 264865)
HADDAD & SHERWIN LLP
505 Seventeenth Street
Oakland, CA 94612
Telephone: (510) 452-5500
Facsimile: (510) 452-5510

Attorneys for Plaintiff
SONJA ALVAREZ

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

SALVADOR SILVA, DECEASED, by and through)
his Successor in Interest, SONJA ALVAREZ,)
SONJA ALVAREZ, Individually,)

12 Plaintiff. Case No. 2:20-cv-01461-JAM-KJN

ORDER PURSUANT TO CIVIL
LOCAL RULE 141.1

14 SAN JOAQUIN COUNTY, a public entity, SAN)
15 JOAQUIN COUNTY SHERIFF-CORONER)
16 PATRICK WITHROW, in his individual and official)
capacities; ROBERT HART, M.D.; FOZIA NAR,)
17 L.V.N.; MARY CEDANA, R.N.; SARAI)
HARDWICK, L.V.N.; CYNTHIA BORGES-)
ODELL, MFT; NICHOLE WARREN, P.T.;)
18 MANUEL RODRIGUEZ-GALAVIZ, MFT;)
MARICEL MAGAOAY, L.V.N.; MANDEEP)
19 KAUR, R.N.; CHERYL EVANS, A.S.W.;)
CHRISTEL BACKERT, FNP; ROBYN MENDOZA,)
20 NP, and DOES 1–20; individually, jointly, and)
severally,)
21)
22)
Defendants.)

**STIPULATED PROTECTIVE
ORDER PURSUANT TO CIVIL
LOCAL RULE 141.1**

1 The parties, by and through their respective attorneys of record, hereby stipulate to the
2 following protective order being issued in this matter:

3 1. PURPOSES AND LIMITATIONS

4 Disclosure and discovery activity in this action are likely to involve production of confidential,
5 proprietary, or private information for which special protection from public disclosure and from use
6 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
7 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The
8 parties acknowledge that this Order does not confer blanket protections on all disclosures or responses
9 to discovery and that the protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential treatment under the applicable legal
11 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule
13 141 sets forth the procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or
17 items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
20 Civil Procedure 26(c). This information may include:

- 21 a. personnel file records of any peace officer;
- 22 b. medical records;
- 23 c. social security numbers and similar sensitive identifying information (unless
24 redacted by order or by agreement of all parties).

25 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
26 their support staff).

27 2.4 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
3 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
4 transcripts, and tangible things), that are produced or generated in disclosures or responses to
5 discovery in this matter.

6 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
7 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
8 consultant in this action.

9 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel
10 does not include Outside Counsel of Record or any other outside counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
12 entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
14 but are retained to represent or advise a party to this action and have appeared in this action on behalf
15 of that party or are affiliated with a law firm which has appeared on behalf of that party.

16 2.10 Party: any party to this action, including all of its officers, directors, employees,
17 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
19 in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
22 or retrieving data in any form or medium) and their employees and subcontractors.

23 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
24 "CONFIDENTIAL."

25 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
26 Producing Party.

27 3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only Protected Material (as
2 defined above), but also (1) any information copied from Protected Material; (2) all copies, excerpts,
3 summaries, or compilations of Protected Material that reveal the source of the Protected Material or
4 that reveal specific information entitled to confidentiality as a matter of law; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
8 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
9 publication not involving a violation of this Order, including becoming part of the public record
10 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
11 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
12 information lawfully and under no obligation of confidentiality to the Designating Party; (c) any
13 information mentioned or referenced in a deposition or in other pretrial or trial proceedings, aside
14 from exhibits already designated confidential, unless such portions of testimony have been designated
15 as confidential pursuant to section 5.2 (b) of this order. Any use of Protected Material at trial shall be
16 governed by a separate agreement or order.

17 4. **DURATION**

18 Even after final disposition of this litigation, the confidentiality obligations imposed by this
19 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
20 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
21 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
22 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
23 limits for filing any motions or applications for extension of time pursuant to applicable law.

24 5. **DESIGNATING PROTECTED MATERIAL**

25 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party or
26 Non-Party that designates information or items for protection under this Order must take care to limit
27 any such designation to specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of material, documents, items, or oral
2 or written communications that qualify – so that other portions of the material, documents, items, or
3 communications for which protection is not warranted are not swept unjustifiably within the ambit of
4 this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to
6 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber
7 or retard the case development process or to impose unnecessary expenses and burdens on other
8 parties) expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it designated for
10 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
11 that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
13 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
14 Discovery Material that qualifies for protection under this Order must be clearly so designated before
15 the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but
18 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
19 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or
20 portions of the material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
22 Non-Party that makes original documents or materials available for inspection need not designate
23 them for protection until after the inspecting Party has indicated which material it would like copied
24 and produced. During the inspection and before the designation, all of the material made available for
25 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine which documents, or
27 portions thereof, qualify for protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
2 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins).

5 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
6 Designating Party identify on the record, before the close of the deposition, hearing, or other
7 proceeding, all protected testimony.

8 (c) for information produced in some form other than documentary and for any other
9 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
10 containers in which the information or item is stored the legend “CONFIDENTIAL.” If the
11 information is produced electronically, then the term “CONFIDENTIAL” must appear in the name of
12 the file containing confidentially designated information. If only a portion or portions of the
13 information or item warrant protection, the Producing Party, to the extent practicable, shall identify
14 the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
16 designate qualified information or items does not, standing alone, waive the Designating Party’s right
17 to secure protection under this Order for such material. Upon timely correction of a designation, the
18 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
19 the provisions of this Order.

20 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
22 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
24 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
25 confidentiality designation by electing not to mount a challenge promptly after the original
26 designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process

1 by providing written notice of each designation it is challenging and describing the basis for each
2 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
3 that the challenge to confidentiality is being made in accordance with the Protective Order. The parties
4 shall attempt to resolve each challenge in good faith and must begin the process by conferring directly
5 (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the
6 date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that
7 the confidentiality designation was not proper and must give the Designating Party an opportunity to
8 review the designated material, to reconsider the circumstances, and, if no change in designation is
9 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next
10 stage of the challenge process only if it has engaged in this meet and confer process first or establishes
11 that the Designating Party is unwilling to participate in the meet and confer process in a timely
12 manner.

13 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
14 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
15 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
16 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
17 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
18 competent declaration affirming that the movant has complied with the meet and confer requirements
19 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion
20 including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive
21 the confidentiality designation for each challenged designation. In addition, the Challenging Party
22 may file a motion challenging a confidentiality designation at any time if there is good cause for doing
23 so, including a challenge to the designation of a deposition transcript or any portions thereof. Any
24 motion brought pursuant to this provision must be accompanied by a competent declaration affirming
25 that the movant has complied with the meet and confer requirements imposed by the preceding
26 paragraph.

27 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
28

1 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
2 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
3 Designating Party has waived the confidentiality designation by failing to file a motion to retain
4 confidentiality as described above, all parties shall continue to afford the material in question the level
5 of protection to which it is entitled under the Producing Party's designation until the court rules on the
6 challenge.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
9 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
10 defending, or attempting to settle this litigation. Such Protected Material may be disclosed by any
11 party only to the categories of persons and under the conditions described in this Order. When the
12 litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below
13 (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by all parties at a location and in a secure
15 manner that ensures that access is limited to the persons authorized under this Order.

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
17 the court or permitted in writing by agreement of both the Designating Party and Receiving Party(ies),
18 all parties may disclose any information or item designated “CONFIDENTIAL” only to:

19 a) the Party’s Outside Counsel of Record in this action, as well as employees of said
20 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
21 litigation (counsel and law firms appearing in this action are deemed to have agreed to be bound by
22 this Protective Order);

23 (b) the officers, directors, and employees (including House Counsel) of the Party to whom
24 disclosure is reasonably necessary for this litigation, including employees and agents of the
25 designating party(ies) in the normal course of their business with due regard for the confidential
26 nature of the information under this protective order.;

27 (c) Experts (as defined in this Order) of any Party to whom disclosure is reasonably
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1 necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
2 (Exhibit A);

3 (d) the court and its personnel;
4 e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
5 Professional Vendors to whom disclosure is reasonably necessary for this litigation;
6 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
7 necessary, unless otherwise agreed by the Designating Party and any other parties present at the
8 deposition or ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material must be separately bound by the court reporter and may not
10 be disclosed to anyone except as permitted under this Stipulated Protective Order or as agreed by all
11 parties.

12 (g) the author or recipient of a document containing the information or a custodian or
13 other person who otherwise possessed or knew the information;

14 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
15 **LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation that compels
17 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party
18 must:

19 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
20 of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
22 other litigation that some or all of the material covered by the subpoena or order is subject to this
23 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
25 Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
27 court order shall not produce any information designated in this action as "CONFIDENTIAL" before
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1 a determination by the court from which the subpoena or order issued, unless the Party has obtained
2 the Designating Party's permission. The Designating Party shall bear the burden and expense of
3 seeking protection in that court of its confidential material – and nothing in these provisions should be
4 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
7 LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-Party in this
9 action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
10 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing
11 in these provisions should be construed as prohibiting a Non-Party from seeking additional
12 protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
14 Party's confidential information in its possession, and the Party is subject to an agreement with the
15 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
17 of the information requested is subject to a confidentiality agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
19 this litigation, the relevant discovery request(s), and a reasonably specific description of the
20 information requested; and

21 (3) make the information requested available for inspection by the Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of
23 receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's
24 confidential information responsive to the discovery request. If the Non-Party timely seeks a
25 protective order, the Receiving Party shall not produce any information in its possession or control
26 that is subject to the confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
28

1 protection in this court of its Protected Material.

2 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

3 If a Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any
4 person or in any circumstance not authorized under this Stipulated Protective Order, the Party must
5 immediately (a) notify in writing all Parties of the unauthorized disclosures, (b) use its best efforts to
6 retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom
7 unauthorized disclosures were made of all the terms of this Order, and (d) request such person or
8 persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
9 Exhibit A.

10 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
11 **MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
13 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
14 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
15 modify whatever procedure may be established in an e-discovery order that provides for production
16 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
17 parties reach an agreement on the effect of disclosure of a communication or information covered by
18 the attorney-client privilege or work product protection, the parties may incorporate their agreement in
19 the stipulated protective order submitted to the court.

20 12. **MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
22 its modification by the court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
24 Party waives any right it otherwise would have to object to disclosing or producing any information or
25 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
26 right to object on any ground to use in evidence of any of the material covered by this Protective
27 Order.

1 12.3 Filing Protected Material. Without written permission of all parties or a court order
2 secured after appropriate notice to all interested persons, a Party may not file in the public record in
3 this action any Protected Material. A Party that seeks to file under seal any Protected Material must
4 comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to a court
5 order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule
6 141, a sealing order will issue only upon a request establishing that the Protected Material at issue is
7 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Party's
8 request to file Protected Material under seal pursuant to Civil Local Rule 141(b) is denied by the
9 court, then any Party may file the information in the public record pursuant to Civil Local Rule
10 141(e)(1) unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in paragraph 4, upon written
13 notification served by Producing or Designating Party, each Receiving Party must return all Protected
14 Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected
15 Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or
16 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the
17 Receiving Party must submit a written certification to the Producing Party (and, if not the same person
18 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
20 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
21 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
22 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
24 work product, and consultant and expert work product, even if such materials contain Protected
25 Material. Any such archival copies that contain or constitute Protected Material remain subject to this
26 Protective Order as set forth in Section 4 (DURATION).

27

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

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Dated: November 30, 2020

HADDAD & SHERWIN LLP

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5

/s/ *Teresa Allen*

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TERESA ALLEN

7

Attorneys for Plaintiff

8

Dated: November 30, 2020

BURKE, WILLIAMS & SORENSEN, LLP

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10

/s/ *Gregory B. Thomas*

11

GREGORY B. THOMAS

12

Attorneys for Defendants

ORDER

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The court has reviewed the parties' stipulated protective order, which comports with the

14

relevant authorities and the court's applicable local rule. See L.R. 141.1(c); see also Phillips ex rel.

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Estates of Byrd v. Gen. Motors Corp., 307 F.3d 1206, 1210 (9th Cir. 2002) ("Generally, the public
16 can gain access to litigation documents and information produced during discovery unless the party
17 opposing disclosure shows 'good cause' why a protective order is necessary.") Therefore, the court
18 GRANTS the request subject to the following clarification.

19

This court's Local Rules indicate that once this action is closed, "unless otherwise ordered,
20 the court will not retain jurisdiction over enforcement of the terms of any protective order filed in
21 that action." L.R. 141.1(f). Courts in the district generally do not agree to retain jurisdiction after
22 closure of the case. See, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017 WL 495778 (E.D.
23 Cal., Feb. 03, 2017). Based on this rationale, the court will not retain jurisdiction over this
24 protective order once the action is closed.

25

Dated: November 30, 2020

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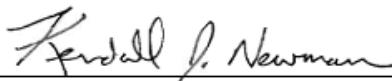

KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Eastern District
13 of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
14 enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related to
18 enforcement of this Stipulated Protective Order.

19 ||

20 Date: _____
21 City and State where sworn and signed:

23 Printed name: _____

25 | Signature:

27 ||